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APR 30 2009 DJ
AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
DEPUTY

9 IN THE UNITED STATES DISTRICT COURT
10 FOR THE WESTERN DISTRICT OF WASHINGTON

11 BOEING EMPLOYEES' CREDIT UNION,)
12 a Washington corporation,)

13 Plaintiff,)

14 v.)

15 P/C D'AMORE, Official Number)
16 1024632, her engines, tackle, apparel,)
17 furniture and equipment, *In Rem*, and)
18 MONTY SISSON and SHERELLE)
19 SISSON, *In Personam*,)

20 Defendants.)

IN ADMIRALTY

NO.

CV9 5254 RJ3

~~Proposed~~

ORDER APPOINTING PUGLIA
ENGINEERING, INC. SUBSTITUTE
CUSTODIAN AND ORDER
AUTHORIZING MOVEMENT OF
VESSEL



09-CV-05254-ORD

21 TO THE HONORABLE, THE JUDGES OF THE UNITED STATES DISTRICT COURT
22 FOR THE WESTERN DISTRICT OF WASHINGTON:

23
24 Plaintiff, Boeing Employees' Credit Union, by and through its attorney of
25 record, having made appearance and made the following recitals:

Order Appointing Puglia Engineering, Inc. Substitute Custodian and
Order Authorizing Movement of Vessel - 1

Law Office of
STAN LOOSMORE, P.S.
3011 One Union Square
600 University Street
Seattle, WA 98101
206 622-2400

1 1. On April 30, 2009, the Complaint herein was filed praying that the
2 vessel P/C D'AMORE, Official Number 1024632, her engines, machinery, tackle and
3 appurtenances, etc., be condemned and sold to pay plaintiff's claims and for other
4 proper relief.

5 2. The Clerk of the Court has been authorized to issue a Warrant for
6 Arrest commanding the United States Marshal for this District to arrest and take
7 the defendant vessel into custody and to detain it in custody until further Order of
8 this Court.

9 3. It is contemplated that the United States Marshal will seize the
10 defendant vessel forthwith. Custody by the U. S. Marshal requires the services of
11 one or more keepers at a charge of \$250.00 or more per day for the keepers alone
12 and not including charges for storage and the other services usually associated with
13 safekeeping vessels similar to the defendant vessel.

14 4. It is believed that the defendant vessel is currently moored in Gig
15 Harbor, Washington. After its arrest, the vessel will be towed to a moorage facility
16 satisfactory to Puglia Engineering, Inc. in Tacoma, Washington.

17 5. Plaintiff is agreeable to allow Puglia Engineering, Inc., through its
18 president, Neil Turney, to assume the responsibility of safekeeping said vessel and
19 Puglia Engineering, Inc., through its president, Neil Turney, has consented to act as
20 her custodian until further Order of this Court. Fees and expenses to be charged
21 by Puglia Engineering, Inc. will be substantially less than the cost of leaving the
22 defendant vessel in the custody of the U. S. Marshal.

23 6. Neil Turney, president, Puglia Engineering, Inc., by declaration
24 appended hereto and made a part hereof, avers that neither he nor Puglia
25 Engineering, Inc. has any interest in the outcome of this lawsuit, can arrange for

1 adequate moorage and supervision for the proper safekeeping of the vessel, and has
2 obtained liability insurance with policy limits of not less than \$1,000,000.00 which
3 is expected to be adequate to respond in damages for loss of or injury to the
4 defendant vessel or for damages sustained by third parties due to any acts, faults or
5 negligence of said Substitute Custodian. Further, in his declaration, Neil Turney,
6 on behalf of Puglia Engineering, Inc., agrees to accept custody of the defendant
7 vessel and its equipment which is the subject of the action herein, in accordance
8 with the terms of this Order.

9 7. In consideration of the U. S. Marshal's consent to the appointment of
10 Puglia Engineering, Inc., through its president, Neil Turney, as Substitute Custodian,
11 plaintiff agrees to release the United States and the U. S. Marshal from any and all
12 liability and responsibility arising out of the care and custody of the defendant vessel
13 and its equipment, from the time the U. S. Marshal transfers custody of the vessel
14 over to the Substitute Custodian, and plaintiff agrees to indemnify and hold the
15 United States and the U. S. Marshal harmless from any and all claims whatsoever
16 arising out of the Substitute Custodian's possession and safekeeping.

17
18 THEREFORE, IT IS ORDERED that the U. S. Marshal for the Western
19 District of Washington be, and is authorized and directed, upon the seizure
20 pursuant to the Warrant for Arrest of said defendant vessel, its engines, tackle, and
21 all other necessities thereunder appertaining and belonging, to surrender the
22 custody thereof to Puglia Engineering, Inc., through its president, Neil Turney, as
23 Substitute Custodian, and that upon such surrender the U. S. Marshal shall be
24 discharged from all duties and responsibilities for the safekeeping of said vessel and
25 held harmless from any and all claims arising out of said custodial services.

1 IT IS FURTHER ORDERED that the Substitute Custodian shall see to and be
2 responsible for the safekeeping of the defendant vessel. Duties of the Substitute
3 Custodian shall include, but are not limited to, ensuring that there is adequate,
4 safe moorage for the defendant vessel. The Substitute Custodian is not required to
5 have a person live on board the defendant vessel, but an officer or authorized agent
6 of the Substitute Custodian shall go on board from time to time to carry out the
7 duties of Substitute Custodian. No other person shall be allowed to enter on the
8 defendant vessel except as provided for herein or as otherwise expressly authorized
9 by Order of this Court.

10 IT IS FURTHER ORDERED that the defendant vessel may be moved by safe
11 means from its present moorage to adequate, safe moorage at a facility in Tacoma,
12 Washington. The Substitute Custodian shall notify the Office of the U. S. Marshal
13 that the vessel is to be moved and shall again notify the Office of the U. S. Marshal
14 when the vessel has been moved and is securely moored. Once the vessel has been
15 moved and moored, it may be moved by the employees of the moorage facility within
16 the facility with prior notice to the Substitute Custodian, but the defendant vessel
17 shall not be moved away from the moorage facility or to any other facility without
18 further Order of the Court.

19 IT IS FURTHER ORDERED that the Substitute Custodian, may, but is not
20 required to, retain a marine engineer familiar with the vessel and take him on board
21 the vessel with authorized agents of the Substitute Custodian to assist in the
22 moving and securing of the vessel.

23 IT IS FURTHER ORDERED that the Substitute Custodian, may, but is not
24 required to, remove those pieces of electronic equipment on board the vessel, if any,
25 which may be easily removed without damage to the vessel, and that such removed

1 electronic equipment shall be stored in a safe, secure storage and subsequently
2 returned to the defendant vessel or retained by the Substitute Custodian pending
3 further Order of this Court.

4 IT IS FURTHER ORDERED that the Substitute Custodian, may, but is not
5 required to, retain such services as are necessary to clean the interior and/or
6 exterior of the vessel, with such cleaning services to be performed under the
7 supervision of the Substitute Custodian.

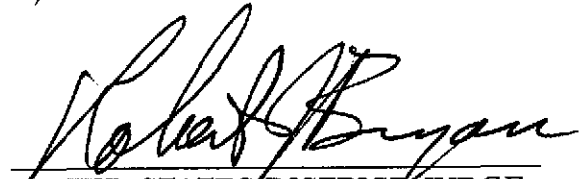
8 IT IS FURTHER ORDERED that plaintiff shall arrange to pay charges for
9 towing and moorage of the vessel, shall pay the fees and costs of the Substitute
10 Custodian and shall reimburse the Substitute Custodian for costs incurred in
11 securing the vessel, in conducting the inventory of the equipment on board, and in
12 removing and storing the electronic equipment and having the vessel cleaned.

13 IT IS FURTHER ORDERED that all authorized expenses, hereafter approved
14 by the Court, for securing and conducting the inventory of the vessel in an amount
15 not to exceed \$400.00, for custody of the vessel and its equipment in an amount
16 not to exceed \$400.00 per month, for charges for towing the vessel, in an amount
17 not to exceed \$460.00, for moorage in an amount not to exceed \$460.00 per month,
18 for insurance on the vessel in an amount not to exceed \$500.00 plus \$270.00 per
19 month for port risk hull insurance, and for charges of a locksmith, of a marine
20 engineer, for cleaning and securing the vessel and for storing electronic equipment,
21 which are incurred by the Substitute Custodian or plaintiff for the movement and
22 safekeeping of the defendant vessel and its equipment, shall be deemed
23 administrative expenses of the U. S. Marshal.

24 IT IS FURTHER ORDERED that plaintiff's attorney shall send a copy of this
25 Order to the owner of the defendant vessel by Certified Mail, Return Receipt

1 Requested addressed to the last known address.

2
3 DATED this 1st day of May, 2009.

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6 
7 UNITED STATES DISTRICT JUDGE

8 Presented By:

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10 

11 Stan Loosmore, WSBA 6011
12 Attorney for Plaintiff

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14 Approved By:

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18 for U. S. Marshal
19 Western District of Washington

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25 222-09009-5p

1 Requested addressed to the last known address.

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DATED this _____ day of _____, 2009.

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UNITED STATES DISTRICT JUDGE

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Presented By:

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Stan Loosmore, WSBA 6011

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Attorney for Plaintiff

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Approved By:

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for U. S. Marshal

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Western District of Washington

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222-09009-5p

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